

RETAINER AGREEMENT

To: **GOLDSMITH CTORIDES & RODRIGUEZ, L.L.P.**

The undersigned, residing at 2417 E. St. James, Hayden Lake, ID 83835 hereby retains the law office of **GOLDSMITH CTORIDES & RODRIGUEZ, L.L.P.**, to prosecute or adjust a claim for damages arising from personal injuries sustained by **[REDACTED] Infant, by her mother and natural guardian, April Bryant**

loss of services of _____
property damage to _____
on _____, through the negligence of _____
Dr. Bolognese & The Chiari Institute

or other persons, and the undersigned hereby gives you the exclusive right to take all legal steps to enforce the said claim and hereby further agrees not to settle this action in any manner without your written consent.

In consideration of the services rendered and to be rendered to you, the undersigned hereby agrees to pay you and you are authorized to retain out of any moneys that may come into your hand through judgment, settlement or otherwise by reason of the above claim:

- (a) [REDACTED] on the first \$ [REDACTED] of the sum recovered;
- (b) [REDACTED] on the next \$ [REDACTED] of the sum recovered;
- (c) [REDACTED] on the next \$ [REDACTED] of the sum recovered;
- (d) [REDACTED] on the next \$ [REDACTED] of the sum recovered;
- (e) [REDACTED] on any amount over \$ [REDACTED] of the sum recovered;

Such percentage shall be computed on the net sum recovered after deducting from the amount recovered expenses and disbursements for expert testimony and investigative or other services properly chargeable to the enforcement of the claim or prosecution of the action. In computing the fee, the costs as taxed, including interest upon a judgment, shall be deemed part of the amount recovered. For the following or similar items there shall be no deduction in computing such percentages: liens, assignments or claims in favor of hospital, for medical care and treatment by doctors and nurses, or self-insurers or insurance carriers.

All costs and expenses required in prosecuting the case may be either advanced by the client or by the attorney. The client may choose either option. If the client elects to advance the money for costs and expenses, the client must pay each cost and expense as it is incurred. If client elects to have attorney advance the money for costs and

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expenses, the money will be borrowed by the attorney on the client's behalf at an interest rate of 1.0% above the Prime Rate. At the conclusion of the case, all such monies, both principal and interest, shall be reimbursed by the client to the attorney.

_____ I elect to advance the money for the costs and expenses.

X I elect to have GOLDSMITH, CTORIDES & RODRIGUEZ, L.L.P., advance the money for costs and expenses.

In the event extraordinary services are required you may apply to the Court for greater compensation pursuant to the Judiciary Law and the Special Rules of the Appellate Division regulating the conduct of Attorneys.

Receipt of an executed copy of this Agreement is acknowledged by client.

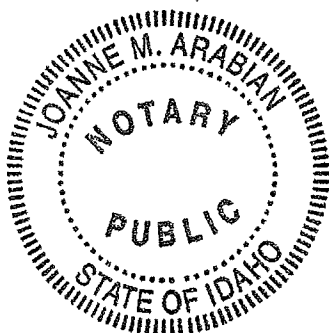
Dated: November 3, 2008.

April Bryant
(Signature) APRIL BRYANT, Mother
And Natural Guardian [REDACTED]

GOLDSMITH, CTORIDES & RODRIGUEZ, L.L.P.

(Signature)

Lee S. Goldsmith
Goldsmith, Ctorides & Rodriguez, L.L.P.



11/3/08 Jo M. Arabian
my commission exp. May 30, 2012